

AIA[®] Document B102[™] – 2007

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

| **AGREEMENT** made as of the 10 day of November in the year 2009
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, address and other information)

| Sumter County Board of County Commissioners
910 N. Main Street
Bushnell, FL 33513

and the Architect:
(Name, address and other information)

| Bacon Group, Inc.
2641 Sunset Point Road
Clearwater, FL 33759
727-725-0111 phone
727-725-0209 fax

for the following Project:
(Name, location and detailed description)

| Fire and Rescue Stations 22, 31, 32, and 33

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes:

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ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2)

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.) All insurance shall be in accordance with RFQ 138-0-2009/AT

- .1 General Liability
- .2 Automobile Liability
- .3 Workers' Compensation
- .4 Professional Liability

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ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 2.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes

of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 GENERAL

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction, if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 MEDIATION

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 4.3 of this Agreement

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[**X**] Litigation in a court of competent jurisdiction

[] Other (*Specify*)

§ 4.3 ARBITRATION

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.4 CONSOLIDATION OR JOINDER

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

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interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.7.

§ 5.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 5.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 6.3.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.
(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

| Shall be in accordance with the attached fee structure.

§ 6.2 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

| **§ 6.2.1** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of Twelve percent (12%) of the expenses incurred.

§ 6.3 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 5.5, or the Architect terminates this Agreement under Section 5.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of the Project as follows:

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| Not applicable

§ 6.4 PAYMENTS TO THE ARCHITECT

§ 6.4.1 An initial payment of (\$ N/A) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Twenty-one (21) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

| Per Florida Prompt Payment Act

§ 6.4.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.4.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 7.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 7.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

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§ 7.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

None

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B102-2007, Standard Form Agreement Between Owner and Architect
- .2 Sumter County Fee Structure

- .3 Other documents:

(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

RFQ 138-0-2009/AT)

Attachment "A" Scope of Project Summary

Attachment "B" Bacon Group Standard Hourly Rate Schedule

Bacon Fee Structure Spreadsheet

Supplemental Terms and Conditions for AIA documents B102, B201, B201 Exhibit A, and D200

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

_____, Chairman

(Printed name and title)

(Signature)

Richard S. Bacon, President

(Printed name and title)

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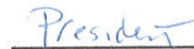
Certification of Document's Authenticity

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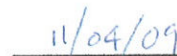
I, Richard S. Bacon, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:47:26 on 11/04/2009 under Order No. 1000383388_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B102™ – 2007 - Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)



(Title)



(Dated)

AIA® Document B201™ – 2007

Standard Form of Architect's Services: Design and Construction Contract Administration

for the following PROJECT:

(Name and location or address)

Fire Rescue Stations 22, 31, 32, 33
Sumter County, Florida

THE OWNER:

(Name and address)

Sumter County Board of County Commissioners
910 N. Main St
Bushnell, FL 33513

THE ARCHITECT:

(Name and address)

Bacon Group, Inc., Subchapter S Corporation
2641 Sunset Point Road
Clearwater, FL 33759

THE AGREEMENT

This Standard Form of Architect's Services is part of or modifies the accompanying Owner-Architect Agreement (hereinafter, the Agreement) dated the 10 day of November in the year 2009.

(In words, indicate day, month and year.)

TABLE OF ARTICLES

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information and incorporate it into this services document at Section 7.1, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document B102™-2007, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, to provide the Architect's sole scope of services, or with B102 in conjunction with other standard form services documents. It may also be used with G802™-2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

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§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

Per the RFQ - 138 - 0 - 2009/AT

.2 Substantial Completion date:

TBD

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 2.1 The Architect's Basic Services consist of those described in Article 2 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 2 are Additional Services.

§ 2.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 2.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 2.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 2.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 2.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 2.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 2.2 SCHEMATIC DESIGN PHASE SERVICES

§ 2.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 2.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any

inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 2.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 2.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 2.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 2.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 3.

§ 2.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 2.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 5.3.

§ 2.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 2.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 2.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 2.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 2.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 2.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 2.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 2.6.4.

§ 2.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 2.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 2.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 2.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 5.5, and request the Owner's approval.

§ 2.5 BIDDING OR NEGOTIATION PHASE SERVICES

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

§ 2.5.2 COMPETITIVE BIDDING

§ 2.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 2.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 2.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 2.5.3 NEGOTIATED PROPOSALS

§ 2.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 2.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 2.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 2.6 CONSTRUCTION PHASE SERVICES

§ 2.6.1 GENERAL

§ 2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201-2007, General Conditions of the Contract for Construction. If the Owner

and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 2.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 2.6.1.3 Subject to Section 3.3, the Architect’s responsibility to provide Construction Phase services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 2.6.2 EVALUATIONS OF THE WORK

§ 2.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 3.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 2.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 2.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 2.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 2.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 2.6.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract

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Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 2.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 2.6.4 SUBMITTALS

§ 2.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 2.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 2.6.4.4 Subject to the provisions of Section 3.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 2.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 2.6.5 CHANGES IN THE WORK

§ 2.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 3.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 2.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 2.6.6 PROJECT COMPLETION

§ 2.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 2.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 2.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 2.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 2.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 6.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 3.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 3.2 below or in an exhibit attached to this document and identified below)
§ 3.1.1 Programming	N/A	
§ 3.1.2 Multiple preliminary designs	N/A	
§ 3.1.3 Measured drawings	Architect	
§ 3.1.4 Existing facilities surveys	Architect	
§ 3.1.5 Site Evaluation and Planning (B203™–2007)	N/A	
§ 3.1.6 Building information modeling	N/A	
§ 3.1.7 Civil engineering	Architect	
§ 3.1.8 Landscape design	Architect	
§ 3.1.9 Architectural Interior Design (B252™–2007)	N/A	
§ 3.1.10 Value Analysis (B204™–2007)	N/A	
§ 3.1.11 Detailed cost estimating	Architect	Per RFQ and grant
§ 3.1.12 On-site project representation	Architect	
§ 3.1.13 Conformed construction documents	Architect	
§ 3.1.14 As-designed record drawings	N/A	
§ 3.1.15 As-constructed record drawings	N/A	
§ 3.1.16 Post occupancy evaluation	N/A	
§ 3.1.17 Facility Support Services (B210™–2007)	N/A	
§ 3.1.18 Tenant-related services	N/A	
§ 3.1.19 Coordination of Owner's consultants	N/A	
§ 3.1.20 Telecommunications/data design	Architect	

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§ 3.1.21	Security Evaluation and Planning (B206™–2007)	N/A	
§ 3.1.22	Commissioning (B211™–2007)	N/A	
§ 3.1.23	Extensive environmentally responsible design	N/A	
§ 3.1.24	LEED® Certification (B214™–2007)	N/A	
§ 3.1.25	Fast-track design services	Architect	Included in base services
§ 3.1.26	Historic Preservation (B205™–2007)	N/A	
§ 3.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	N/A	

§ 3.2 Insert a description of each Additional Service designated above as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 3.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 3.3 shall entitle the Architect to compensation pursuant to Section 6.3.

§ 3.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 3.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

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- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 3.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 (NA) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 (NA) visits to the site by the Architect over the duration of the Project during construction
- .3 (NA) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 (NA) inspections for any portion of the Work to determine final completion

See Attachment "A" provided by Bacon Group, Inc.

§ 3.3.4 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 5.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.2 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.3 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.4 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.5 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 4.6 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 4.7 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 5 COST OF THE WORK

§ 5.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 5.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 4.1, 5.4 and 5.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 5.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 3.

§ 5.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 5.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 5.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 5.5 of AIA Document B102-2007;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 5.7 If the Owner chooses to proceed under Section 5.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 5.

ARTICLE 6 COMPENSATION

§ 6.1 For the Architect's Basic Services described under Article 2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

| \$275,972.10

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§ 6.2 For Additional Services designated in Section 3.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 6.3 For Additional Services that may arise during the course of the Project, including those under Section 3.3, during the course of the Project, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.) This section shall pertain to the re-use of the prototype design as provided in the RFQ 138-0-2009/AT

Base Architect's service shall be \$33,028.88

§ 6.4 Compensation for Additional Services of the Architect's consultants when not included in Section 6.2 or 6.3, shall be the amount invoiced to the Architect plus a fee of (NA), or as otherwise stated below:

TBD at a later date if necessary

§ 6.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows: See the attached fee structure attachments

Schematic Design Phase	percent ()
Design Development Phase	percent ()
Construction Documents Phase	percent ()
Bidding or Negotiation Phase	percent ()
Construction Phase	percent ()
Total Basic Compensation	one hundred percent (100 %)

§ 6.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 6.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 6.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Attachment "B" Bacon Group Standard Hourly Rate Schedule
(Table deleted)

ARTICLE 7 ATTACHMENTS AND EXHIBITS

The following attachments and exhibits, if any, are incorporated herein by reference:
(List other documents, if any, including Exhibit A, Initial Information, and any exhibits relied on in Section 3.1.)

Attachment "A" Scope of Project Summary
Attachment "B" Bacon Group Standard Hourly Rate Schedule
Bacon Fee Structure Spreadsheet
Supplemental Terms and Conditions for AIA documents B102 and B201, B201 Exhibit A, and D200

Additions and Deletions Report for AIA® Document B201™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

Fire Rescue Stations 22, 31, 32, 33
Sumter County, Florida

...

Sumter County Board of County Commissioners
910 N. Main St
Bushnell, FL 33513

...

Bacon Group, Inc., Subchapter S Corporation
2641 Sunset Point Road
Clearwater, FL 33759

...

This Standard Form of Architect's Services is part of or modifies the accompanying Owner-Architect Agreement (hereinafter, the Agreement) dated the 10 day of November in the year 2009.

PAGE 2

Per the RFQ - 138 - 0 - 2009/AT

...

TBD

PAGE 7

§ 3.1.1	Programming	<u>N/A</u>	
§ 3.1.2	Multiple preliminary designs	<u>N/A</u>	
§ 3.1.3	Measured drawings	<u>Architect</u>	
§ 3.1.4	Existing facilities surveys	<u>Architect</u>	
§ 3.1.5	Site Evaluation and Planning (B203™–2007)	<u>N/A</u>	
§ 3.1.6	Building information modeling	<u>N/A</u>	
§ 3.1.7	Civil engineering	<u>Architect</u>	
§ 3.1.8	Landscape design	<u>Architect</u>	
§ 3.1.9	Architectural Interior Design (B252™–2007)	<u>N/A</u>	
§ 3.1.10	Value Analysis (B204™–2007)	<u>N/A</u>	
§ 3.1.11	Detailed cost estimating	<u>Architect</u>	<u>Per RFQ and grant</u>

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§ 3.1.12	On-site project representation	Architect	
§ 3.1.13	Conformed construction documents	Architect	
§ 3.1.14	As-designed record drawings	N/A	
§ 3.1.15	As-constructed record drawings	N/A	
§ 3.1.16	Post occupancy evaluation	N/A	
§ 3.1.17	Facility Support Services (B210™-2007)	N/A	
§ 3.1.18	Tenant-related services	N/A	
§ 3.1.19	Coordination of Owner's consultants	N/A	
§ 3.1.20	Telecommunications/data design	Architect	
§ 3.1.21	Security Evaluation and Planning (B206™-2007)	N/A	
§ 3.1.22	Commissioning (B211™-2007)	N/A	
§ 3.1.23	Extensive environmentally responsible design	N/A	
§ 3.1.24	LEED® Certification (B214™-2007)	N/A	
§ 3.1.25	Fast-track design services	Architect	Included in base services
§ 3.1.26	Historic Preservation (B205™-2007)	N/A	
§ 3.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	N/A	

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- .1 (NA) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 (NA) visits to the site by the Architect over the duration of the Project during construction
- .3 (NA) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 (NA) inspections for any portion of the Work to determine final completion

See Attachment "A" provided by Bacon Group, Inc.

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\$275,972.10

PAGE 11

(Insert amount of, or basis for, compensation.) This section shall pertain to the re-use of the prototype design as provided in the RFQ 138-0-2009/AT

Base Architect's service shall be \$33,028.88

...

§ 6.4 Compensation for Additional Services of the Architect's consultants when not included in Section 6.2 or 6.3, shall be the amount invoiced to the Architect plus a fee of (NA), or as otherwise stated below:

TBD at a later date if necessary

§ 6.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows: See the attached fee structure attachments

...

Attachment "B" Bacon Group Standard Hourly Rate Schedule
Employee or Category **Rate**

...

Attachment "A" Scope of Project Summary

Attachment "B" Bacon Group Standard Hourly Rate Schedule

Bacon Fee Structure Spreadsheet

Supplemental Terms and Conditions for AIA documents B102 and B201, B201 Exhibit A, and D200

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Richard S. Bacon, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:50:18 on 11/04/2009 under Order No. 1000383388_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B201™ – 2007 - Standard Form of Architect's Services: Design and Construction Contract Administration, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

President

(Title)

11/04/09

(Dated)



AIA[®] Document B201[™] – 2007 Exhibit A

Initial Information

for the following PROJECT:

(Name and location or address)

Fire and Rescue Stations 22, 31, 32 and 33
Sumter County, Florida
Per RFQ 138-0-2009/AT

THE OWNER:

(Name and address)

Sumter County Board of County Commissioners
910 N. Main St
Bushnell, FL 33513

THE ARCHITECT:

(Name and address)

Bacon Group, Inc.
2641 Sunset Point Road
Clearwater, FL 33759
727-725-0111 phone
727-725-0209 fax

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This Agreement is based on the following information.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

ARTICLE A.1 PROJECT INFORMATION

§ A.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

Per RFQ 138-0-2009/AT

§ A.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Per RFQ 138-0-2009/AT

§ A.1.3 The Owner's budget for the Cost of the Work, as defined in Section 5.1:

(Provide total and, if known, a line item break down.)

Per RFQ 138-0-2009/AT

§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

Init.

| Per RFQ 138-0-2009/AT

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:
(Identify method such as competitive bid, negotiated contract, or construction management.)

| Per RFQ 138-0-2009/AT

§ A.1.6 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

| Per RFQ 138-0-2009/AT

ARTICLE A.2 PROJECT TEAM

§ A.2.1 The Owner identifies the following representative in accordance with AIA Document B102™–2007, Standard Form of Agreement Between Owner and Architect, Section 2.2:
(List name, address and other information.)

| Douglas L. Conway, Project Manager

§ A.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

| N/A

§ A.2.3 The Owner will retain the following consultants and contractors:
(List discipline and, if known, identify them by name and address.)

| N/A

§ A.2.4 The Architect identifies the following representative in accordance with AIA Document B102™–2007, Section 1.3:
(List name, address and other information.)

| Per RFQ 138-0-2009/AT proposal submitted by Bacon Group, Inc..

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.
(List discipline and, if known, identify them by name and address.)

§ A.2.5.1 Consultants retained under Basic Services:

.1 Structural Engineer

| Per RFQ 138-0-2009/AT proposal submitted by Bacon Group, Inc..

.2 Mechanical Engineer

| Per RFQ 138-0-2009/AT proposal submitted by Bacon Group, Inc..

.3 Electrical Engineer

| Per RFQ 138-0-2009/AT proposal submitted by Bacon Group, Inc...

§ A.2.5.2 Consultants retained under Additional Services:

| Per RFQ 138-0-2009/AT proposal submitted by Bacon Group, Inc...

Init.

§ A.2.6 Other Initial Information on which the Agreement is based:
(Provide other Initial Information.)

| Per RFQ 138-0-2009/AT proposal submitted by Bacon Group, Inc..

Init.

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User Notes:

(1108666078)

Additions and Deletions Report for AIA[®] Document B201[™] – 2007 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:53:40 on 11/03/2009.

PAGE 1

Fire and Rescue Stations 22, 31, 32 and 33
Sumter County, Florida
Per RFQ 138-0-2009/AT

...

Sumter County Board of County Commissioners
910 N. Main St
Bushnell, FL 33513

...

Bacon Group, Inc.
2641 Sunset Point Road
Clearwater, FL 33759
727-725-0111 phone
727-725-0209 fax

...

Per RFQ 138-0-2009/AT

...

Per RFQ 138-0-2009/AT

...

Per RFQ 138-0-2009/AT

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Per RFQ 138-0-2009/AT

...

Per RFQ 138-0-2009/AT

...

Per RFQ 138-0-2009/AT

...

Douglas L. Conway, Project Manager

...

N/A

...

N/A

...

Per RFQ 138-0-2009/AT proposal submitted by Bacon Group, Inc..

...

Per RFQ 138-0-2009/AT proposal submitted by Bacon Group, Inc..

...

Per RFQ 138-0-2009/AT proposal submitted by Bacon Group, Inc..

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Per RFQ 138-0-2009/AT proposal submitted by Bacon Group, Inc...

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Per RFQ 138-0-2009/AT proposal submitted by Bacon Group, Inc...

PAGE 3

Per RFQ 138-0-2009/AT proposal submitted by Bacon Group, Inc..



AIA[®]

Document D200[™] – 1995

Project Checklist

PROJECT *(Name and address):*

Fire & Rescue Stations 22, 31, 32, and 33
Sumter County, Florida

NUMBER

BG09-17 Sumter County RFQ 138-0-2009/AT

DATE: November 10, 2009

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- Project Feasibility
- Project Presentation
- Pre-Contract
- Project Administration
- Project Programming

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- Site Evaluation
- Environmental Impact Report
- Permits

3. SCHEMATIC DESIGN

4. DESIGN DEVELOPMENT

5. CONSTRUCTION DOCUMENTS

6. BIDDING OR NEGOTIATION

7. CONSTRUCTION CONTRACT ADMINISTRATION

8. POST-CONSTRUCTION SERVICES

PROJECT NAME: Fire & Rescue Stations 22,31,32 and 33
PROJECT NUMBER: BG09-17

1. PRE-DESIGN: Project Feasibility

Notes

<input type="checkbox"/> Determine if the Owner is financially sound. <input type="checkbox"/> Determine if the Owner is committed to completion of the project. <input type="checkbox"/> Determine the impact of the following factors on project location: <input type="checkbox"/> Social <input type="checkbox"/> Economic <input type="checkbox"/> Growth <input type="checkbox"/> Climate <input type="checkbox"/> Solar <input type="checkbox"/> Views <input type="checkbox"/> Transportation <input type="checkbox"/> Parking <input type="checkbox"/> Support services <input type="checkbox"/> Security <input type="checkbox"/> Request information on the following: <input type="checkbox"/> Regulatory constraints <input type="checkbox"/> Variances <input type="checkbox"/> Special permits <input type="checkbox"/> Special interest groups <input type="checkbox"/> Deed restrictions <input type="checkbox"/> Pending use controls <input type="checkbox"/> Retroactive controls <input type="checkbox"/> Special site constraints <input type="checkbox"/> Determine general time schedule for: <input type="checkbox"/> Project authorization <input type="checkbox"/> Project staffing <input type="checkbox"/> Design <input type="checkbox"/> Cost estimating <input type="checkbox"/> Financing <input type="checkbox"/> Documentation <input type="checkbox"/> Design review/quality control <input type="checkbox"/> Permit processing <input type="checkbox"/> Phasing <input type="checkbox"/> Special order furnishings and equipment <input type="checkbox"/> Construction <input type="checkbox"/> Data and security hook-up <input type="checkbox"/> Move-in <input type="checkbox"/> Test operations <input type="checkbox"/> Rental/sales/leasing <input type="checkbox"/> Identify special financial possibilities <input type="checkbox"/> Analyze real estate market: <input type="checkbox"/> Absorption rate <input type="checkbox"/> Capture rate <input type="checkbox"/> Market rent <input type="checkbox"/> Cost and income projections <input type="checkbox"/> Develop estimates for total project cost including: <input type="checkbox"/> Property <input type="checkbox"/> Survey and soil reports	
--	--

<input type="checkbox"/>	Site preparation	
<input type="checkbox"/>	Pre-design and programming	
<input type="checkbox"/>	Architectural compensation	
<input type="checkbox"/>	Engineering compensation	
<input type="checkbox"/>	Special consultants	
<input type="checkbox"/>	On-site improvements	
<input type="checkbox"/>	Off-site improvements	
<input type="checkbox"/>	Permits	
<input type="checkbox"/>	Testing	
<input type="checkbox"/>	Inspection	
<input type="checkbox"/>	Construction	
<input type="checkbox"/>	Tenant improvements	
<input type="checkbox"/>	Furniture	
<input type="checkbox"/>	Equipment	
<input type="checkbox"/>	Telecommunications systems	
<input type="checkbox"/>	Security	
<input type="checkbox"/>	Landscaping	
<input type="checkbox"/>	Property taxes	
<input type="checkbox"/>	Insurance	
<input type="checkbox"/>	Mortgage loan fees	
<input type="checkbox"/>	Interim loan fees	
<input type="checkbox"/>	Interest payments	
<input type="checkbox"/>	Closing costs	
<input type="checkbox"/>	Post-design services	
<input type="checkbox"/>	Leasing agent fees	
<input type="checkbox"/>	Sales commission	
<input type="checkbox"/>	Contingency allowances	
<input type="checkbox"/>	Develop estimates for annual project operating expenses including:	
<input type="checkbox"/>	Debt service	
<input type="checkbox"/>	Utilities	
<input type="checkbox"/>	Facilities management	
<input type="checkbox"/>	Leasing	
<input type="checkbox"/>	Cleaning	
<input type="checkbox"/>	Maintenance	
<input type="checkbox"/>	Landscaping	
<input type="checkbox"/>	Exterior maintenance	
<input type="checkbox"/>	Property taxes	
<input type="checkbox"/>	Insurance	
<input type="checkbox"/>	Accounting fees	
<input type="checkbox"/>	Security	
<input type="checkbox"/>	Inflation index	
<input type="checkbox"/>	Contingency allowances	
<input type="checkbox"/>	Operations personnel	
<input type="checkbox"/>	Develop estimates for gross rental, lease or sale income including:	
<input type="checkbox"/>	Space or function types	
<input type="checkbox"/>	Square footage	
<input type="checkbox"/>	Income per square foot	
<input type="checkbox"/>	Vacancy rate	
<input type="checkbox"/>	Prepare cash flow statement	
<input type="checkbox"/>	Obtain special tax considerations, if any, including:	
<input type="checkbox"/>	Tax incentives	
<input type="checkbox"/>	Building depreciation	
<input type="checkbox"/>	Furniture/equipment depreciation	

<input type="checkbox"/>	Deferred taxes	
<input type="checkbox"/>	Interest deductions	
<input type="checkbox"/>	Capital gain	
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

PROJECT NAME: Fire & Rescue Stations 22,31,32 and 33
PROJECT NUMBER: BG09-17

1. PRE-DESIGN: Project Presentation

Notes

<input type="checkbox"/> Identify Owner team personnel and roles. <input type="checkbox"/> Submit project questionnaire to Owner. <input type="checkbox"/> Identify Owner requirements and address prior to the presentation. <input type="checkbox"/> Prepare agenda and story boards for presentation. <input type="checkbox"/> Identify presentation site and configuration: <input type="checkbox"/> Lighting <input type="checkbox"/> Outlets-how many-where <input type="checkbox"/> Existing projection capabilities <input type="checkbox"/> Table <input type="checkbox"/> Seating <input type="checkbox"/> Size <input type="checkbox"/> Natural light <input type="checkbox"/> Blinds/curtains <input type="checkbox"/> Special equipment <input type="checkbox"/> Screen type and size <input type="checkbox"/> Decide on presentation format and media for this project: <input type="checkbox"/> Drawings <input type="checkbox"/> Renderings <input type="checkbox"/> Models <input type="checkbox"/> Photos <input type="checkbox"/> Slides <input type="checkbox"/> Overhead projection <input type="checkbox"/> Video <input type="checkbox"/> Computer -CAD-transport equipment <input type="checkbox"/> If presentation is out of the office, determine equipment required: <input type="checkbox"/> Slide or overhead projection <input type="checkbox"/> Extra lamp <input type="checkbox"/> Different lens <input type="checkbox"/> 50' extension cord <input type="checkbox"/> Extra slide tray <input type="checkbox"/> Extra support (for height adjustment) <input type="checkbox"/> Need to bring screen <input type="checkbox"/> Computer <input type="checkbox"/> Outlet type <input type="checkbox"/> Enlargement capability for projection <input type="checkbox"/> Table for support <input type="checkbox"/> Brief participants on dress, speaking roles, and seating. <input type="checkbox"/> Set time limit on presentation. <input type="checkbox"/> Request debriefing. (<i>Be specific</i>) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
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PROJECT NAME: Fire & Rescue Stations 22,31,32 and 33
PROJECT NUMBER: BG09-17

1. PRE-DESIGN: Pre-Contract

Notes

- ☐ Verify your ability to meet the professional liability insurance and licensing requirements of the project locality.
- ☐ Determine basis of services:
 - ☐ Basic services agreement
 - ☐ Designated services agreement
 - ☐ Interior design services agreement
 - ☐ Construction management agreement
 - ☐ Design/build agreement
- ☐ Determine what constitutes additional or supplemental services if basic services agreement is used.
- ☐ Determine designated services based on AIA Document B163, if applicable.
- ☐ Ascertain method for award of construction contract:
 - ☐ Direct selection
 - ☐ Competitive bidding (open or closed)
 - ☐ Negotiated
 - ☐ Single-prime
 - ☐ Multiple prime
 - ☐ Construction management
 - ☐ Design/build
- ☐ Review program requirements with the Owner.
- ☐ Determine Owner's time schedule for bidding and occupancy.
- ☐ Determine Owner's budget and determine its basis (e.g., cost estimate, available funds, fixed limit of construction cost, etc.)
- ☐ Determine whether project budget, schedule and program objectives are compatible and realistic.
- ☐ Determine the compensation method for all services.
- ☐ Select and organize the design team, including structural, mechanical, electrical and special consultants.
- ☐ Inquire regarding consultants' abilities to meet time schedule, liability insurance and licensing requirements; determine compensation.
- ☐ Prepare project estimating and budget worksheet:
 - ☐ Time required for services
 - ☐ Personnel time and production cost projections
 - ☐ Cost of basic services for entire project
 - ☐ Cost of contemplated additional services
 - ☐ Compensation required for additional services
 - ☐ Estimate of reimbursable expenses
 - ☐ Cost of special insurance
 - ☐ Other costs (consultants, etc.)
- ☐ Verify form of general conditions to be used.
- ☐ Prepare Owner/Architect agreement form and submit to Owner. Have legal and insurance counsel review any modifications or specific provisions required by Owner.
- ☐ Verify that the office has the means, space, equipment and personnel capabilities required to complete the project. Consider:
 - ☐ Conflicts with other projects
 - ☐ New hiring

<input type="checkbox"/>	Expansion	
<input type="checkbox"/>	Joint venture	
<input type="checkbox"/>	Branch office	
<input type="checkbox"/>	Review final agreement with legal and insurance counsel.	
	Approve any modifications made by Owner, or renegotiate.	
<input type="checkbox"/>	Verify that party signing for Owner is legally authorized to execute the agreement.	
<input type="checkbox"/>	Prepare three originals for signature, complete execution of the agreement and schedule or initiate the first formal phase of work.	
<input type="checkbox"/>	Submit initial invoice to Owner; if applicable, include reimbursable expenses.	
<input type="checkbox"/>	Submit information required by the agreement.	
<input type="checkbox"/>	Distribute executed originals and copies of the final agreement to appropriate parties.	
<input type="checkbox"/>	Assign project number.	
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

PROJECT NAME: Fire & Rescue Stations 22,31,32 and 33
PROJECT NUMBER: BG09-17

1. PRE-DESIGN: Project Administration		Notes
<input type="checkbox"/>	Determine the first phase of work as defined in the executed Owner-Architect agreement:	
<input type="checkbox"/>	Feasibility/market studies	
<input type="checkbox"/>	Financial feasibility	
<input type="checkbox"/>	Budget feasibility	
<input type="checkbox"/>	Assistance in preparing financing applications and/or any other special applications	
<input type="checkbox"/>	Assistance in preparing initial agency permit applications	
<input type="checkbox"/>	Assistance in selecting consultant for EIR report	
<input type="checkbox"/>	Assistance in special studies or analysis prior to programming	
<input type="checkbox"/>	Programming	
<input type="checkbox"/>	Allocate architectural fee:	
<input type="checkbox"/>	Profit	
<input type="checkbox"/>	Direct expenses	
<input type="checkbox"/>	Indirect expenses	
<input type="checkbox"/>	Consultants	
<input type="checkbox"/>	Compare architectural fee with office's hourly costs and establish the number of work hours for each phase of work:	
<input type="checkbox"/>	Programming	
<input type="checkbox"/>	Site Analysis	
<input type="checkbox"/>	Schematic Design	
<input type="checkbox"/>	Design Development	
<input type="checkbox"/>	Construction Documents	
<input type="checkbox"/>	Bidding or Negotiation	
<input type="checkbox"/>	Contract Administration	
<input type="checkbox"/>	Post-Construction services	
<input type="checkbox"/>	Prepare a project schedule based on the project objectives and architectural fee.	
<input type="checkbox"/>	Distribute the project schedule to all project participants.	
<input type="checkbox"/>	Create a project record book in accordance with office standards.	
<input type="checkbox"/>	Develop project accounting procedures.	
<input type="checkbox"/>	Maintain weekly project expense reports.	
<input type="checkbox"/>	Determine monthly calendar date for submittal of invoices from consultants.	
<input type="checkbox"/>	Create project filing system in accordance with office standards.	
<input type="checkbox"/>	Prepare project directory.	
<input type="checkbox"/>	Distribute project directory.	
<input type="checkbox"/>	Distribute copies of the Owner-Architect agreement to all project consultants for review.	
<input type="checkbox"/>	Verify consultant professional liability coverage.	
<input type="checkbox"/>	Prepare consultant agreements and obtain signatures.	
<input type="checkbox"/>	Distribute executed consultant agreements.	
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

PROJECT NAME: Fire & Rescue Stations 22,31,32 and 33
PROJECT NUMBER: BG09-17

1. PRE-DESIGN: Project Programming

Notes

<ul style="list-style-type: none"> <input type="checkbox"/> Determine the extent of Owner, Architect and consultant responsibilities relative to the building design program. <input type="checkbox"/> Reconcile the building design program with the Owner's budget. Advise the Owner if budget and program are not compatible. <input type="checkbox"/> Verify the Owner's list of building functions and spaces. <input type="checkbox"/> Verify the Owner's list of equipment and furnishings. <input type="checkbox"/> When applicable, propose to the Owner the implementation of user surveys. <input type="checkbox"/> Identify the Owner's requirements for growth projections. <input type="checkbox"/> Identify the Owner's representative responsible for functional relationships and their hierarchies. <input type="checkbox"/> Identify specific departmental and room occupancies. <input type="checkbox"/> Create room function and relationship criteria and proceed with a user survey. <input type="checkbox"/> Create a departmental interaction matrix. <input type="checkbox"/> Create a room-by-room interaction diagram. <input type="checkbox"/> Create a bubble diagram of the departmental and room-by-room interaction matrix with important relationship rankings. <input type="checkbox"/> Determine the Owner's spatial requirements. <input type="checkbox"/> Determine preliminary structural, mechanical, electrical and other engineering systems <input type="checkbox"/> Create horizontal and vertical diagrammatic block plans with relative spatial requirements. Identify all rooms, corridors, and vertical circulation; provide exit analysis. <input type="checkbox"/> Review the diagrammatic block plans and program with the Owner. <input type="checkbox"/> Obtain the Owner's written authorization to proceed. <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 	
---	--

PROJECT NAME: Fire & Rescue Stations 22,31,32 and 33
PROJECT NUMBER: BG09-17

2. SITE ANALYSIS: Site Evaluation	Notes
<input type="checkbox"/> Request land survey from the Owner.	
<input type="checkbox"/> Review the topographic and boundary survey. Check major features through on-site observation.	
<input type="checkbox"/> Determine zoning requirements.	
<input type="checkbox"/> Secure photographs showing major site features and surrounding influences.	
<input type="checkbox"/> Secure available USGS maps of the site.	
<input type="checkbox"/> Secure any maps or photos produced by local or state agencies of the site.	
<input type="checkbox"/> Secure an aerial photograph of the entire site and its surroundings.	
<input type="checkbox"/> Obtain seasonal climate and microclimate data from the weather service.	
<input type="checkbox"/> Obtain seasonal solar orientation data.	
<input type="checkbox"/> Prepare solar orientation diagrams.	
<input type="checkbox"/> Determine drainage, erosion control and storm water detention requirements.	
<input type="checkbox"/> Obtain consultant site data requirements.	
<input type="checkbox"/> Prepare a list for the Owner's review of testing companies and laboratories that may be used to analyze the site.	
<input type="checkbox"/> Assist the client in securing necessary soil and related site tests and required investigations.	
<input type="checkbox"/> Determine availability, quantity and quality of existing site utilities.	
<input type="checkbox"/> Verify from local and state agencies what special site investigations are required.	
<input type="checkbox"/> Have the design team and all consulting staff visit and examine the site. Confirm that all site data has been reviewed by all responsible parties prior to proceeding with site design.	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

PROJECT NAME: Fire & Rescue Stations 22,31,32 and 33
PROJECT NUMBER: BG09-17

2. SITE ANALYSIS: Environmental Impact Report

Notes

<input type="checkbox"/> Determine format and content requirements: <input type="checkbox"/> Legal requirements of format and content <input type="checkbox"/> Public agency checklists <input type="checkbox"/> Samples of similar reports in public records <input type="checkbox"/> Determine the structure of the report; include general and specific environmental issues. <input type="checkbox"/> Report on topics relating to: <input type="checkbox"/> Aesthetic enhancement <input type="checkbox"/> Neighborhood and local enhancement <input type="checkbox"/> Enhancement of neighborhood or local economy <input type="checkbox"/> Land use improvements <input type="checkbox"/> Traffic flow and parking improvements <input type="checkbox"/> Site accessibility including ADA compliance <input type="checkbox"/> Air quality protection or improvements <input type="checkbox"/> Microclimate, air motion and humidity improvements <input type="checkbox"/> Water quality protection or improvement <input type="checkbox"/> Improved surface water flow <input type="checkbox"/> Improved ground water retention <input type="checkbox"/> Earth slide and erosion prevention <input type="checkbox"/> Animal life preservation or enhancement <input type="checkbox"/> Plant life protection or enhancement <input type="checkbox"/> Historic preservation <input type="checkbox"/> Archeological protection <input type="checkbox"/> Noise abatement <input type="checkbox"/> Hazardous materials <input type="checkbox"/> Glare and reflectance prevention <input type="checkbox"/> Natural resource development <input type="checkbox"/> Tax revenue increase <input type="checkbox"/> Improved market for utility services <input type="checkbox"/> Improved market for local services <input type="checkbox"/> Neighborhood or local security improvement <input type="checkbox"/> Health and recreation enhancements <input type="checkbox"/> Local ethnic values recognition <input type="checkbox"/> Identify environmental impact considerations relating to: <input type="checkbox"/> Acquisition of property <input type="checkbox"/> Relocation of tenants or Owners <input type="checkbox"/> Effect of the project on other real property <input type="checkbox"/> Demolition of existing structures/tree salvage and removal <input type="checkbox"/> Construction <input type="checkbox"/> Operation of the facility <input type="checkbox"/> Future related or contiguous development <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
--	--

PROJECT NAME: Fire & Rescue Stations 22,31,32 and 33
PROJECT NUMBER: BG09-17

2. SITE ANALYSIS: Permits	Notes
<input type="checkbox"/> Prepare a directory of governing agencies and their representatives' names, addresses, and phone numbers. Include a section that lists applicable codes, regulations and ordinances that pertain to this project.	
<input type="checkbox"/> Identify applicable revisions or changes to codes, regulations and ordinances.	
<input type="checkbox"/> Identify the full approval process and prepare a sequential schedule indicating each agency's approval, timeframe and deadline.	
<input type="checkbox"/> Identify team members responsible for governing agency contact.	
<input type="checkbox"/> Meet with agency representatives to identify special problems.	
<input type="checkbox"/> Meet with the Owner to review all ambiguities and contradictions in the applicable codes, regulations and ordinances. Map out a strategy to address these issues. Assist the Owner in completion of applications for approval.	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

PROJECT NAME: Fire & Rescue Stations 22,31,32 and 33
PROJECT NUMBER: BG09-17

3. SCHEMATIC DESIGN

Notes

<input type="checkbox"/>	Periodically review internal office budgets and production schedules; compare with actual progress.	
<input type="checkbox"/>	Submit monthly or periodic invoices to the Owner for payment; include reimbursable expenses.	
<input type="checkbox"/>	Obtain the name of the Owner's authorized representative.	
<input type="checkbox"/>	Update and distribute project directory.	
<input type="checkbox"/>	Assign staff to the project.	
<input type="checkbox"/>	Distribute project schedule to Owner, project staff and consultants.	
<input type="checkbox"/>	Review all data furnished, including building design program, budget, project budget, legal, site, code, space and special Owner requirements.	
<input type="checkbox"/>	Prepare functional space plans.	
<input type="checkbox"/>	Provide engineers and consultants with pertinent program data and functional space plans.	
<input type="checkbox"/>	Analyze comparative systems with engineers and consultants; select systems to be used in the project. Determine system space and location requirements.	
<input type="checkbox"/>	Structural	
<input type="checkbox"/>	Mechanical	
<input type="checkbox"/>	Electrical	
<input type="checkbox"/>	Other consultants	
<input type="checkbox"/>	Require all consultants to produce their schematic plans following the same format, scale, and drawing positioning as the architectural drawings.	
<input type="checkbox"/>	Create or obtain lists of special building equipment and fixtures required by the Owner that may affect consultants' work; distribute the lists to appropriate consultants.	
<input type="checkbox"/>	Review architectural schematic diagrams with consultants. Conduct one or more consultant coordination meetings regarding system compatibility.	
<input type="checkbox"/>	Confirm that the selected engineering and construction systems are compatible with one another.	
<input type="checkbox"/>	Prepare basic Schematic Design documents to include:	
<input type="checkbox"/>	Site plan with diagrammatic indications showing horizontal relationships	
<input type="checkbox"/>	Sections through the site showing vertical relationships	
<input type="checkbox"/>	Principal floor plans	
<input type="checkbox"/>	General descriptive views or elevations	
<input type="checkbox"/>	Illustrative sketches, models or renderings, if required	
<input type="checkbox"/>	Calculate areas and volumes, and analyze plan efficiency of the design by usable area, area per person or other method.	
<input type="checkbox"/>	Prepare a general description of the project, including materials and equipment outlines.	
<input type="checkbox"/>	Begin research on materials, equipment, fixtures and building a systems. Create products and materials file.	
<input type="checkbox"/>	Start project outline specifications.	
<input type="checkbox"/>	Obtain and review statements of probable construction cost from each consultant.	

<input type="checkbox"/>	Prepare an estimate of probable construction cost based on all available data. Include appropriate contingency to cover future development of the project. If requested by Owner, provide a detailed estimate and/or life cycle costing as additional service.	
<input type="checkbox"/>	Select construction cost estimating system:	
<input type="checkbox"/>	Square foot unit cost	
<input type="checkbox"/>	Square foot cost according to building type	
<input type="checkbox"/>	Volume unit cost	
<input type="checkbox"/>	Systems estimate	
<input type="checkbox"/>	Quantity survey	
<input type="checkbox"/>	Submit Schematic Design documents to the Owner. (These documents may include, but may not be limited to, drawings, descriptions, calculations, outline specifications, colors, materials and statements of probable construction cost.)	
<input type="checkbox"/>	Plan appropriate presentation media.	
<input type="checkbox"/>	Prepare presentation of optional design features and variations.	
<input type="checkbox"/>	After presentation, evaluate changes and comments.	
<input type="checkbox"/>	Document revisions to scope of the work and review with the Owner.	
<input type="checkbox"/>	Obtain Owner's written approval of Schematic Design documents.	
<input type="checkbox"/>	Obtain Owner's written authority to proceed to the Design Development phase.	
<input type="checkbox"/>	Submit monthly or periodic invoice to the Owner for payment; include reimbursable expenses.	
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

PROJECT NAME: Fire & Rescue Stations 22,31,32 and 33
PROJECT NUMBER: BG09-17

4. DESIGN DEVELOPMENT	Notes
<input type="checkbox"/> Review unresolved issues on Schematic Design checklist.	
<input type="checkbox"/> Periodically review internal office budgets and production schedules; compare with actual progress.	
<input type="checkbox"/> Review and update schedule of completion dates for this and all subsequent phases. Inform the project team and Owner of any revisions.	
<input type="checkbox"/> Review and update staff time and production cost projections.	
<input type="checkbox"/> Adjust number and type of staff as required.	
<input type="checkbox"/> Distribute updated project schedule to Owner, staff and consultants.	
<input type="checkbox"/> Update and distribute project directory.	
<input type="checkbox"/> As documents develop, confer with and obtain preliminary review from regulatory agencies such as:	
<input type="checkbox"/> Building department	
<input type="checkbox"/> Fire marshal (state & local)	
<input type="checkbox"/> Dept. of Health	
<input type="checkbox"/> Dept. of Education	
<input type="checkbox"/> Zoning commission	
<input type="checkbox"/> Planning commission	
<input type="checkbox"/> Design review board	
<input type="checkbox"/> Other:	
<input type="checkbox"/> Identify all documents with project number and date.	
<input type="checkbox"/> Submit monthly or periodic invoice to the Owner for payment; include reimbursable expenses.	
<input type="checkbox"/> Obtain Owner's approval of expenditures for any models, perspectives or renderings required for the project.	
<input type="checkbox"/> Review the building design program and verify compliance.	
<input type="checkbox"/> Re-check Schematic Design documents for code compliance.	
<input type="checkbox"/> Obtain Owner's approval in the event that additional consultants are required.	
<input type="checkbox"/> Receive results of all investigations and tests, including soil borings and analysis. If necessary, request additional information. Forward final information to appropriate consultants.	
<input type="checkbox"/> Review all other data received from the Owner and consultants. If necessary, request additional data.	
<input type="checkbox"/> Obtain Owner's standards and requirements, if any, for document format and other presentation materials.	
<input type="checkbox"/> In consultation with the Owner and consultants, develop a checklist of special systems.	
<input type="checkbox"/> Define actual occupancy for each area, check against program, and forward to consultants.	
<input type="checkbox"/> Request that the structural engineer(s) investigate and report on their review of applicable regulations.	
<input type="checkbox"/> Request that the mechanical and electrical engineers:	
<input type="checkbox"/> contact utility companies and public authorities for all services and initiate approval process;	
<input type="checkbox"/> investigate and report on their review of all applicable local, public and utility regulations;	

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| <input type="checkbox"/> notify the Architect of space and location requirements for systems; and
<input type="checkbox"/> prepare estimates of probable operating costs with recommendations for implementation.
<input type="checkbox"/> Review engineers' estimates of probable operating costs and forward to Owner. Obtain Owner's approval of the selected fuel source(s).
<input type="checkbox"/> Prepare site plan indicating building location(s) and site improvements.
<input type="checkbox"/> Prepare other necessary documents to include: plans, elevations, sections, schedules and notes.
<input type="checkbox"/> Prepare area calculations (net and gross).
<input type="checkbox"/> Prepare building volume calculations.
<input type="checkbox"/> Prepare a preliminary Project Manual.
<input type="checkbox"/> Update materials, equipment, fixtures and building systems file.
<input type="checkbox"/> Direct consultants to prepare design documents as required to illustrate and describe their portions of the project.
<input type="checkbox"/> Require all consultants to produce their design documents following the same format as the architectural drawings.
<input type="checkbox"/> Conduct one or more group coordination meetings with consultants.
<input type="checkbox"/> Reach agreement on structural, mechanical, electrical, and other building systems.
<input type="checkbox"/> Confirm that the selected engineering and construction systems are compatible.
<input type="checkbox"/> Direct consultants to provide preliminary construction cost estimates for their portions of the project.
<input type="checkbox"/> Update the statement of probable construction cost. If specifically requested by the Owner, provide a detailed cost estimate as an additional service.
<input type="checkbox"/> Submit Design Development documents.
<input type="checkbox"/> Obtain Owner's written approval of Design Development documents.
<input type="checkbox"/> Obtain Owner's written authorization to proceed to Construction Documents phase.
<input type="checkbox"/> Submit monthly or periodic invoice to the Owner for payment; include reimbursable expenses.
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/> | |
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PROJECT NAME: Fire & Rescue Stations 22,31,32 and 33
PROJECT NUMBER: BG09-17

5. CONSTRUCTION DOCUMENTS

Notes

- ☐ Review unresolved issues on the Design Development checklist.
- ☐ Periodically review internal office budgets and production schedules; compare with actual progress.
- ☐ Review and update schedule of completion dates for this and all subsequent phases. Inform the project team and Owner of any revisions.
- ☐ Establish a clear chain of command and response for the Construction Documents phase.
- ☐ Review and update staff time and production cost projections.
 - ☐ Adjust number and type of staff as required.
 - ☐ Distribute updated project schedule to Owner, project staff and consultants.
- ☐ Schedule training sessions for personnel who are not experienced in applicable production methods.
- ☐ Update and distribute project directory.
- ☐ Identify all documents with project number and date.
- ☐ As documents develop, confer with and obtain further review from regulatory agencies such as:
 - ☐ Building department
 - ☐ Fire marshal (state & local)
 - ☐ Dept. of Health
 - ☐ Dept. of Education
 - ☐ Other:
- ☐ Check with the applicable regulatory agencies and establish schedule for submission and/or review.
- ☐ Coordinate the work of all team members, including consultants.
- ☐ Coordinate drawings with Project Manual.
- ☐ Update preliminary construction cost estimate and advise the Owner of any
- ☐ Submit monthly or periodic invoice to the Owner for payment; include reimbursable expenses.
- ☐ Review the program and verify compliance.
- ☐ Re-check Design Development documents for code compliance.
- ☐ Develop a list of required drawings; check requirements of the Owner and governing bodies.
- ☐ Prepare a one-fourth size mock-up of all project drawings, their sequence, and the information to appear on each sheet. Distribute copies to concerned parties for review, then distribute final copies to all staff as a supervisory guide.
- ☐ Determine the final printing system.
- ☐ Determine specific drafting systems appropriate to parts or all of the project and include them in the mockup set.
 - ☐ Computer text and/or CAD graphics
 - ☐ Manual drafting
 - ☐ Photo drafting
 - ☐ Overlay drafting
 - ☐ Keynotes
 - ☐ Linked notes and/or details with CSI numbers (ConDoc)
 - ☐ Full sheets of reusable standard or typical file data

<input type="checkbox"/>	Paste-up	
<input type="checkbox"/>	Review the completed working drawing index with all concerned parties. Obtain feedback and make revisions as necessary.	
<input type="checkbox"/>	Determine the completion date of the limited architectural floor plan base sheet(s) for consultants' use.	
<input type="checkbox"/>	Develop title block format (check requirements of Owner, licensing laws and governing bodies).	
<input type="checkbox"/>	Develop format for door, window and finish schedules.	
<input type="checkbox"/>	Establish a checklist and timetable for the client's applications for approvals and permits from governing bodies.	
<input type="checkbox"/>	If applicable, determine alternates, cash allowances and unit prices.	
<input type="checkbox"/>	Obtain Owner's instructions on insurance, bonds, construction agreements and bidding procedures.	
<input type="checkbox"/>	Submit copies of General and Supplementary Conditions for Owner's review, or obtain Owner's specific contract requirements.	
<input type="checkbox"/>	Determine what items, if any, are to be furnished by the Owner, and those items not to be included in the contract.	
<input type="checkbox"/>	Verify Owner's acceptance of the proposed designs for mechanical and electrical systems.	
<input type="checkbox"/>	Monitor approval and permit process.	
<input type="checkbox"/>	Obtain schedule for delivery and installation of Owner-furnished materials.	
<input type="checkbox"/>	Assemble final drawings and specifications for coordination.	
<input type="checkbox"/>	Conduct team meetings to resolve coordination issues.	
<input type="checkbox"/>	Revise documents as required.	
<input type="checkbox"/>	If project will be bid, assemble bidding documents.	
<input type="checkbox"/>	Determine whether prevailing wage rate statutes apply in project jurisdiction.	
<input type="checkbox"/>	Prepare final calculations of net and gross areas and volumes.	
<input type="checkbox"/>	Obtain each consultant's final construction cost estimate for their portion of the project.	
<input type="checkbox"/>	Prepare final construction cost estimate.	
<input type="checkbox"/>	Prepare testing and quality control program budgets and assist Owner in selection of testing agency.	
<input type="checkbox"/>	Submit drawings, Project Manual, construction cost estimate and area calculations to the Owner.	
<input type="checkbox"/>	Review list of potential bidders with the Owner.	
<input type="checkbox"/>	Obtain and review qualification statements from interested bidders.	
<input type="checkbox"/>	Place Architect's and engineers' seals on the documents and obtain signatures required by reviewing authorities.	
<input type="checkbox"/>	Assist Owner in filing documents for final approvals and permits.	
<input type="checkbox"/>	Obtain Owner's written authorization to proceed to the Bidding or Negotiation phase.	
<input type="checkbox"/>	Submit monthly or periodic invoice to the Owner for payment; include reimbursable expenses.	
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

PROJECT NAME: Fire & Rescue Stations 22,31,32 and 33
PROJECT NUMBER: BG09-17

6. BIDDING OR NEGOTIATION	Notes
<input type="checkbox"/> Investigate whether other major projects have concurrent bid dates, or if other factors require bid date modification. <input type="checkbox"/> Consult with the Owner's legal counsel on the existence of any special laws regarding the bidding process, construction documents and forms of agreement. <input type="checkbox"/> Identify the Architect's and Owner's respective responsibilities in advertising for bids, receiving bids, bid evaluation and negotiation. <input type="checkbox"/> For open bidding, publish advertisement for bids (in some cases, Owner may publish). If separate prime contracts are to be awarded, separate advertisements may be necessary. <input type="checkbox"/> Obtain and review qualification statements from interested bidders. <input type="checkbox"/> For bidding by invitation, notify selected bidders. <input type="checkbox"/> If the construction contract is based on negotiation, assist the Owner in negotiating with prospective Contractor(s). <input type="checkbox"/> Prepare register of bid documents. <input type="checkbox"/> Distribute bidding documents to bidders and obtain deposits. <input type="checkbox"/> Issue documents to plan rooms. <input type="checkbox"/> Hold a pre-bid conference, prepare a report and distribute copies. <input type="checkbox"/> Record responses to bidders' requests for clarification in the form of a written addendum distributed to all bidders. <input type="checkbox"/> Upon return of documents, refund bid security to bidders who either withdraw or are disqualified. <input type="checkbox"/> Evaluate proposed substitutions and requests for product approval; notify bidders of accepted substitutions by addendum. <input type="checkbox"/> Confirm participation of prospective bidders. <input type="checkbox"/> Prepare a bid tabulation form. <input type="checkbox"/> Assist the Owner in the receipt, tabulation and analysis of bids; check bids for irregularities. <input type="checkbox"/> Advise the Owner on selection of alternates and obtain Owner's approval. <input type="checkbox"/> Assist the Owner in the process of acceptance or rejection of bids. <input type="checkbox"/> Notify bidders of acceptance or rejection; obtain return of bidding documents from unsuccessful bidders. Return their deposits and bid securities. (Hold bid security of lowest bidders until execution of the contract). <input type="checkbox"/> Request and receive submission of post-bid information. <input type="checkbox"/> Assist Owner's legal counsel in preparation of construction contract(s). If separate prime contracts are to be awarded, obtain assistance of consultants. <input type="checkbox"/> Schedule times for confirmation of required Owner and Contractor insurance coverages. <input type="checkbox"/> Obtain from the Contractor performance bonds, labor and material payment bonds, and any contract bonds required by statute. Review and forward copies of bonds to the Owner. <input type="checkbox"/> Obtain the Contractor's certificate of insurance. Review and forward copies of the certificate to the Owner.	

<input type="checkbox"/> Obtain a copy of the property insurance policy from the party responsible for obtaining such coverage. Review and forward copies to the other party. <input type="checkbox"/> Identify and review any atypical insurance arrangements between Owner and Contractor. Include descriptions of such arrangements in the contract. <input type="checkbox"/> Assist the Owner in preparing and sending to the Contractor(s) notices to proceed with the work. <input type="checkbox"/> Provide the Contractor with all necessary contract documents. <input type="checkbox"/> Obtain Owner's written approval to proceed with Construction Contract Administration phase. <input type="checkbox"/> Submit monthly or periodic invoice to the Owner for payment; include reimbursable expenses. <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
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PROJECT NAME: Fire & Rescue Stations 22,31,32 and 33
PROJECT NUMBER: BG09-17

7. CONSTRUCTION CONTRACT ADMINISTRATION	Notes
<input type="checkbox"/> Review unresolved issues from Bidding or Negotiation phase.	
<input type="checkbox"/> Update project directory.	
<input type="checkbox"/> Review and update project schedule.	
<input type="checkbox"/> Develop and implement a system of routing and distribution for project correspondence and submittals.	
<input type="checkbox"/> Create construction contract administration files to include:	
<input type="checkbox"/> Correspondence and meeting reports	
<input type="checkbox"/> Schedules	
<input type="checkbox"/> Field reports	
<input type="checkbox"/> Project photography	
<input type="checkbox"/> Phone log	
<input type="checkbox"/> Requests for Information (RFIs)	
<input type="checkbox"/> Requests for Proposals (RFPs)	
<input type="checkbox"/> Construction Change Directives (CCDs)	
<input type="checkbox"/> Change Orders	
<input type="checkbox"/> Supplemental instructions	
<input type="checkbox"/> Quality control reports	
<input type="checkbox"/> Submittals	
<input type="checkbox"/> Agency inspections, permits and approvals	
<input type="checkbox"/> Applications for payment	
<input type="checkbox"/> Owner-Architect agreement	
<input type="checkbox"/> Owner-Contractor agreement(s)	
<input type="checkbox"/> Consultant agreement(s)	
<input type="checkbox"/> Schedule of Values	
<input type="checkbox"/> Observations of contractor performance	
<input type="checkbox"/> Certificates of insurance	
<input type="checkbox"/> Property insurance policy	
<input type="checkbox"/> Contract bonds	
<input type="checkbox"/> Project close-out	
<input type="checkbox"/> Assign contract administration and site observation responsibilities.	
<input type="checkbox"/> With the Owner, review and approve or take other appropriate action on Contractor's list of subcontractors and suppliers.	
<input type="checkbox"/> Notify the consultants of selected prime contractor(s) and subcontractors.	
<input type="checkbox"/> Obtain and review Contractor's submittal schedule.	
<input type="checkbox"/> Establish a time for the preconstruction meeting.	
<input type="checkbox"/> Establish site observation and project meeting schedules; coordinate with agency inspection requirements.	
<input type="checkbox"/> If required, notify the Owner to submit applications for permanent gas, electric, water, telephone and other services.	
<input type="checkbox"/> Have Owner file a copy of all property insurance policies with Contractor.	
<input type="checkbox"/> If the Owner does not intend to purchase property insurance, have Owner notify Contractor in writing. If the Contractor elects to purchase such insurance, initiate appropriate change order.	
<input type="checkbox"/> Review construction budget (including contingencies) with the Owner.	
<input type="checkbox"/> Review Owner-supplied labor and materials.	

<input type="checkbox"/>	If required, send the notice to proceed to the Contractor.	
<input type="checkbox"/>	Keep Owner informed on the progress of the work. Prepare a field report for each visit to the site.	
<input type="checkbox"/>	Obtain and review the Contractor's updated progress schedule and advise the Owner of potential revisions to anticipated occupancy date.	
<input type="checkbox"/>	Prior to the first application for payment, receive, review and approve, if appropriate, Contractor's schedule of values.	
<input type="checkbox"/>	Receive and review the Contractor's applications for payment; respond appropriately.	
<input type="checkbox"/>	Verify requirements, if any, for reduction in retainage and have Contractor submit consent of surety documentation.	
<input type="checkbox"/>	Submit monthly or periodic invoice to the Owner for payment; include reimbursable expenses.	
<input type="checkbox"/>	List tests required for the project and note their approximate dates in accordance with current construction schedule.	
<input type="checkbox"/>	Obtain and review required test reports.	
<input type="checkbox"/>	Receive submittals; review, take appropriate action, and return to the Contractor.	
<input type="checkbox"/>	Maintain submittal log.	
<input type="checkbox"/>	Review Contractor's proposed cost for changes and respond appropriately.	
<input type="checkbox"/>	Receive from the Contractor notification of substantial completion and list of items to be completed or corrected.	
<input type="checkbox"/>	Inspect the project to confirm substantial completion.	
<input type="checkbox"/>	Respond to the Contractor's punch list of remaining work to be repaired or completed.	
<input type="checkbox"/>	If applicable, review Contractor's request for a reduction of retainage.	
<input type="checkbox"/>	When the project is judged to be substantially complete, prepare a Certificate of Substantial Completion.	
<input type="checkbox"/>	If reproducible record drawings are required, provide the Contractor with appropriate media.	
<input type="checkbox"/>	Request that the Contractor submit project close-out documents.	
<input type="checkbox"/>	Review the close-out submittals for completeness.	
<input type="checkbox"/>	Verify that the Contractor has obtained a certificate of occupancy or occupancy permit.	
<input type="checkbox"/>	Review the Contractor's request for final inspection and conduct a field inspection of the project to confirm completion.	
<input type="checkbox"/>	Prepare a final field inspection report.	
<input type="checkbox"/>	Review the Contractor's application for final payment, including required attachments such as waivers of lien and consent of surety documentation.	
<input type="checkbox"/>	Issue a final certificate for payment.	
<input type="checkbox"/>	Submit [final] monthly or periodic invoice to the Owner for payment; include reimbursable expenses.	
<input type="checkbox"/>	Assemble and file for future reference complete project and cost records for both construction and professional services.	
<input type="checkbox"/>	Archive project information and materials according to type; indicate duration for archival retention (prior to discard).	
<input type="checkbox"/>	Prior to expiration of the one-year period of corrections, obtain the Owner's authorization to conduct an inspection to determine if any work is required by the Contractor to remedy defects.	
<input type="checkbox"/>		
<input type="checkbox"/>		



PROJECT NAME: Fire & Rescue Stations 22,31,32 and 33
PROJECT NUMBER: BG09-17

8. POST-CONSTRUCTION SERVICES

Notes

<input type="checkbox"/> Perform post-construction services in accordance with the Owner-Architect agreement. Such services may include: <input type="checkbox"/> Maintenance and operational programming <input type="checkbox"/> Start-up assistance <input type="checkbox"/> Record drawing <input type="checkbox"/> Warranty review <input type="checkbox"/> Post-contract evaluation <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
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REQUEST FOR QUALIFICATIONS (RFQ) 138-0-2009
SUTTER COUNTY FIRE AND RESCUE STATIONS
RENOVATIONS TO FS # 32 OXFORD & FS #31 WILDWOOD
NEW CONSTRUCTION OF FS # 22 WEST BUSHNELL & FS # 33 COLEMAN

RFQ TABULATION						
CONTRACTORS	BACON GROUP	DMS - FS 31	DMS - FS 32	DMS - FS 33	DMS - FS 22	BUDGET
LOCATIONS	CLEARWATER	\$332,000.00	\$352,000.00	\$1,135,000.00	\$1,135,000.00	DMS FEE
		\$30,572.00	\$32,319.00	\$86,350.00		DISCOUNT 15 %
		\$4,585.80	\$4,647.85	\$12,952.50		REVISED AMOUNT
MFP - ENGINEERS	INGENUITY	\$25,936.20	\$27,471.15	\$73,397.50		
STRUCTURAL ENGINEER	MASTER CONS	\$3,897.93	\$4,120.67	\$11,009.63	\$0.00	SCHEMATIC DESIGN
		\$5,197.24	\$5,494.23	\$14,679.50	\$0.00	DESIGN DEVELOPMENT
CIVIL ENGINEER	GRIFFEY	\$10,394.48	\$10,988.46	\$26,356.00	\$14,679.50	CONSTRUCTION DOC
		\$1,299.31	\$1,373.56	\$3,669.88	\$3,669.88	BIDDING / RFP
OTHER ENGINEERS		\$5,197.24	\$5,494.23	\$14,679.50	\$14,679.50	CONST CONT ADM
		\$25,986.20	\$27,471.15	\$73,397.50	\$33,028.88	TOTAL
SURVEYING	ATLANTIC	\$2,500.00	\$2,500.00			AS - BUILT DWGS
LANDSCAPE ARCHITECTS	LA DESIGN	\$1,500.00	\$1,500.00	\$1,500.00		REIMBURSABLE
GEOTECHNICAL ENGINEERS	ANDREYEV	\$7,000.00	\$7,000.00	\$25,000.00		CIVIL ENGINEER
CONSTRUCTION COST CONSULTANTS		\$4,500.00	\$4,500.00	\$2,500.00	\$4,500.00	GEO TECH & SURVEY
		\$41,486.20	\$42,971.15	\$102,397.50	\$64,028.88	SUB-TOTAL
FIRE STATION EXPERIENCE	YES (10)	\$4,148.62	\$4,287.12	\$10,239.75	\$6,402.89	OTHER CONSULTANTS
FIRE STATION PROTOTYPE	YES				\$70,431.76	TOTAL FEE
DESIGN COMPLETION DATE	INCLUDE					CONTRACT AMOUNT
LEED OR OTHER GREEN BLDG CERTIFICATION	YES	\$45,034.82	\$47,268.27	\$112,637.25	\$275,972.10	
10 A) FIRM DESCRIPTION						
35 B) EXPERIENCE & ABILITY TO MEET THE BUDGET						
20 C) DESIGN PLAN						
10 D) SERVICES						
15 E) SCHEDULE						
5 F) CERTIFIED MINORITY BUSINESS ENTERPRISE						
5 G) OTHER BENEFITS						
TOTAL POINTS EARNED		100				

SUMTER COUNTY BOCC
FACILITIES DEVELOPMENT
BACON GROUP, INC
FIRE & RESCUE STATION 33
FEE STRUCTURE FORMAT
PREPARED BY DOUG CONWAY

INVOICE #
DATED
12.1.2009

SCOPE OF SERVICES	FEE SCHEDULE	% COMP	PREVIOUS PMT	AMOUNT DUE	TTL COMP	BALANCE ON CONTRACT
DESIGN TASK						
SCHEMATIC DESIGN	\$11,009.63	0.00%	\$0.00	\$0.00	\$0.00	\$11,009.63
DESIGN DEVELOPMENT	\$14,679.50	0.00%	\$0.00	\$0.00	\$0.00	\$14,679.50
CONSTRUCTION DOCUMENTS	\$29,359.00	0.00%	\$0.00	\$0.00	\$0.00	\$29,359.00
BIDDING	\$3,669.88	0.00%	\$0.00	\$0.00	\$0.00	\$3,669.88
CONSTRUCTION ADMINISTRATION	\$14,679.50	0.00%	\$0.00	\$0.00	\$0.00	\$14,679.50
SUB-TOTAL	\$73,397.50	0.00%	\$0.00	\$0.00	\$0.00	\$73,397.51
OTHER DESIGN EFFORTS						
REIMBURSABLE	\$1,500.00	0.00%	\$0.00	\$0.00	\$0.00	\$1,500.00
CIVIL ENGINEER	\$25,000.00	0.00%	\$0.00	\$0.00	\$0.00	\$25,000.00
GEOHECH & SURVEY	\$2,500.00	0.00%	\$0.00	\$0.00	\$0.00	\$2,500.00
OTHER CONSULTANTS	\$10,239.75	0.00%	\$0.00	\$0.00	\$0.00	\$10,239.75
SUB-TOTAL	\$39,239.75	0.00%	\$0.00	\$0.00	\$0.00	\$39,239.75
TOTAL	\$112,637.25	0.00%	\$0.00	\$0.00	\$0.00	\$112,637.26

SUMTER COUNTY BOCC
FACILITIES DEVELOPMENT
BACON GROUP, INC
FIRE & RESCUE STATION 22
FEE STRUCTURE FORMAT
PREPARED BY DOUG CONWAY

INVOICE #
DATED
12.1.2009

SCOPE OF SERVICES	FEE SCHEDULE	% COMP	PREVIOUS PMT	AMOUNT DUE	TTL COMP	BALANCE ON CONTRACT
DESIGN TASK						
SCHEMATIC DESIGN	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
DESIGN DEVELOPMENT	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
CONSTRUCTION DOCUMENTS	\$14,679.50	0.00%	\$0.00	\$0.00	\$0.00	\$14,679.50
BIDDING	\$3,669.88	0.00%	\$0.00	\$0.00	\$0.00	\$3,669.88
CONSTRUCTION ADMINISTRATION	\$14,679.50	0.00%	\$0.00	\$0.00	\$0.00	\$14,679.50
SUB-TOTAL	\$33,028.88	0.00%	\$0.00	\$0.00	\$0.00	\$33,028.88
OTHER DESIGN EFFORTS						
REIMBURSABLE	\$1,500.00	0.00%	\$0.00	\$0.00	\$0.00	\$1,500.00
CIVIL ENGINEER	\$25,000.00	0.00%	\$0.00	\$0.00	\$0.00	\$25,000.00
GEO TECH & SURVEY	\$4,500.00	0.00%	\$0.00	\$0.00	\$0.00	\$4,500.00
OTHER CONSULTANTS	\$6,402.89	0.00%	\$0.00	\$0.00	\$0.00	\$6,402.89
SUB-TOTAL	\$37,402.89	0.00%	\$0.00	\$0.00	\$0.00	\$37,402.89
TOTAL	\$70,431.76	0.00%	\$0.00	\$0.00	\$0.00	\$70,431.77

SUMTER COUNTY BOCC
FACILITIES DEVELOPMENT
BACON GROUP, INC
FIRE & RESCUE STATION 31
FEE STRUCTURE FORMAT
PREPARED BY DOUG CONWAY

INVOICE #
DATED
12.1.2009

SCOPE OF SERVICES	FEE SCHEDULE	% COMP	PREVIOUS PMT	AMOUNT DUE	TTL COMP	BALANCE ON CONTRACT
DESIGN TASK						
SCHEMATIC DESIGN	\$3,897.93	0.00%	\$0.00	\$0.00	\$0.00	\$3,897.93
DESIGN DEVELOPMENT	\$5,197.24	0.00%	\$0.00	\$0.00	\$0.00	\$5,197.24
CONSTRUCTION DOCUMENTS	\$10,394.48	0.00%	\$0.00	\$0.00	\$0.00	\$10,394.48
BIDDING	\$1,299.31	0.00%	\$0.00	\$0.00	\$0.00	\$1,299.31
CONSTRUCTION ADMINISTRATION	\$5,197.24	0.00%	\$0.00	\$0.00	\$0.00	\$5,197.24
SUB-TOTAL	\$25,986.20	0.00%	\$0.00	\$0.00	\$0.00	\$25,986.20
OTHER DESIGN EFFORTS						
AS - BUILT DWGS	\$2,500.00	0.00%	\$0.00	\$0.00	\$0.00	\$2,500.00
REIMBURSABLE	\$1,500.00	0.00%	\$0.00	\$0.00	\$0.00	\$1,500.00
CIVIL ENGINEER	\$7,000.00	0.00%	\$0.00	\$0.00	\$0.00	\$7,000.00
GEO TECH & SURVEY	\$4,500.00	0.00%	\$0.00	\$0.00	\$0.00	\$4,500.00
OTHER CONSULTANTS	\$4,148.62	0.00%	\$0.00	\$0.00	\$0.00	\$4,148.62
SUB-TOTAL	\$19,648.62	0.00%	\$0.00	\$0.00	\$0.00	\$19,648.62
TOTAL	\$45,634.82	0.00%	\$0.00	\$0.00	\$0.00	\$45,634.82

SUMTER COUNTY BOCC
FACILITIES DEVELOPMENT
BACON GROUP, INC
FIRE & RESCUE STATION 32
FEE STRUCTURE FORMAT
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INVOICE #
DATED
12.1. 2009

SCOPE OF SERVICES	FEE SCHEDULE	% COMP	PREVIOUS PMT	AMOUNT DUE	TTL COMP	BALANCE ON CONTRACT
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DESIGN TASK

SCHEMATIC DESIGN	\$4,120.67	0.00%	\$0.00	\$0.00	\$0.00	\$4,120.67
DESIGN DEVELOPMENT	\$5,494.23	0.00%	\$0.00	\$0.00	\$0.00	\$5,494.23
CONSTRUCTION DOCUMENTS	\$10,988.46	0.00%	\$0.00	\$0.00	\$0.00	\$10,988.46
BIDDING	\$1,373.56	0.00%	\$0.00	\$0.00	\$0.00	\$1,373.56
CONSTRUCTION ADMINISTRATION	\$5,494.23	0.00%	\$0.00	\$0.00	\$0.00	\$5,494.23

SUB-TOTAL	\$27,471.15	0.00%	\$0.00	\$0.00	\$0.00	\$27,471.15
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OTHER DESIGN EFFORTS

AS - BUILT DWGS	\$2,500.00	0.00%	\$0.00	\$0.00	\$0.00	\$2,500.00
REIMBURSABLE	\$1,500.00	0.00%	\$0.00	\$0.00	\$0.00	\$1,500.00
CIVIL ENGINEER	\$7,000.00	0.00%	\$0.00	\$0.00	\$0.00	\$7,000.00
GEO TECH & SURVEY	\$4,500.00	0.00%	\$0.00	\$0.00	\$0.00	\$4,500.00
OTHER CONSULTANTS	\$4,297.12	0.00%	\$0.00	\$0.00	\$0.00	\$4,297.12

SUB-TOTAL	\$19,797.12	0.00%	\$0.00	\$0.00	\$0.00	\$19,797.12
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TOTAL	\$47,268.27	0.00%	\$0.00	\$0.00	\$0.00	\$47,268.27
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**SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
AIA CONTRACT B201-2007 AND AIA D200**

SUPPLEMENTARY TERMS & CONDITIONS:

AIA B102 – 2007 DOCUMENT PART 1:

ARTICLE 5 Termination or Suspension

Add the following provision

5.9 Sumter County BOCC right to remove personnel from the project:
If in Sumter County's opinion any personnel employed by the architect or engineer is conducting themselves in a detrimental manner, the owner shall reserve the right to issue a written notice to remove any persons from the project, said person or persons will be removed upon issuance of notice. In addition, if Sumter County determines that any engineering company is non-responsive to the project's objectives the architect will remove that engineering firm from the project upon written notice from Sumter County.

Article 3 Copyrights and Licenses

Add the following provision; the intent of this modification is to allow the county to update the as-built after construction, and also provide a base map for future alterations or modifications or additions.

3.1.1 – The architect and engineers agrees to allow Sumter County to utilize the drawings as a base map for future modification to the building. In the case of future reuse of any of the documents by Sumter County, the architect and its engineers shall not be liable to Sumter County or to their parties for their reuse.

3.1.2 The architect and engineers shall provide to Sumter County electronic drawings in AutoCAD and pdf format as requested by Sumter County.

Article 4.4 Arbitration

Delete this article in its entirety. All reference to arbitration shall be stricken from the contract. If the parties cannot resolve their dispute through mediations then, any and all dispute shall be resolved in a court of Sumter County, Florida.

Article 6 Compensation

6.2.2. Reimbursable Expenses shall be in accordance with the fee structure, and shall be paid base on the percentage complete of all design task per project, without support documents for those reimbursable items.

AIA B201 – 2007 document part 2:

The following contract provisions shall be revised to read:

Add the following provision

2.1.7 The Architect shall provide all necessary grant related documents as deemed necessary by Sumter County

ARTICLE 2 Scope of Architect's Basic Services

ADD 2.1.7

Project master schedule, milestone date requirements and assessments – in accordance with the request for proposal, and shall be approved by Sumter County prior the contract and each monthly payment:

Project schedule, milestone date requirements and ASSESSMENTS: As a part of this bid package the architect shall submit a preliminary critical path schedule, with a projected start date and a projected completion date. Once the contract has been approved by the Sumter County Board of County Commissioners, the architect and County will agree to an actual notice to proceed date which will commence all permitting and construction activities. Should the architect fail to meet the milestone date of the schedule the County will impose a \$1,000.00 assessment per milestone date which is not obtained on a monthly basis. This action will automatically reduce the contract amount accordingly each month. If the architect is able to meet the original completion date of the CPM schedule, the County will reimburse the architect for maintaining the overall schedule, although if the architect fails to meet the original completion date the County will retain all assessments. Sumter County BOCC will retain sole discretionary authority to consent to changes in the critical path schedule, once the county and architect agree to the notice to proceed date.

Article 4 Owner's Responsibility

The following contract provisions shall be revised to read:

4.2 The Architect shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a project benchmark. The only exception is Sumter County will provide a boundary survey for Fire & Rescue Station 33 at Coleman.

4.3 The Architect shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

4.4 The Architect shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

Article 5 Cost of the Work

5.1 – shall be revised to read as follows

For purposes of this agreement, the cost of the work shall be the total cost to the owner to design, permit and construct all elements of these projects designed or specified by the architect and shall include all cost associated with the architect contract and the general contractors contract. The cost of the work does not include, the cost of the land, rights -of way, financing or any work outside the foot print of the boundary of the site.

AIA D200 – 1995 DOCUMENTS

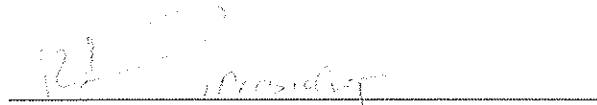
PAGE 10, ITEM 2 SITE ANALYSIS : SITE EVALUATION CONTAINS THE FOLLOWING STATEMENT;

"ASSIST THE CLIENT IN SECURING NECESSARY SOIL AND RELATE SITE TESTS AND REQUIRED INVESTIGATIONS."

THIS STATEMENT SHALL BE REVISED TO;

"THE ARCHITECT AND ENGINEERS SHALL PROVIDE ALL NECESSARY SOIL AND RELATE SITE TESTS AND REQUIRED INVESTIGATIONS."

ACKNOWLEDGED BY ARCHITECT:



Richard S. Bacon, President, Bacon Group, Inc.

ACKNOWLEDGED BY SUMTER COUNTY:

Garry Breeden, Chairman

ATTEST:

Gloria Hayward, Clerk of the Circuit Court

Deputy Clerk

ARCHITECTURAL AND ENGINEERING PROPOSAL
FOR
SUMTER COUNTY
FIRE AND RESCUE STATIONS

List of Attachments

- Attachment "A" Scope of Project Summary
- Attachment "B" Standard Hourly Rate Schedule

ATTACHMENT "A"
ARCHITECTURAL AND ENGINEERING PROPOSAL
SUMTER COUNTY
FIRE AND RESCUE STATIONS

Bacon Group, Inc.
2641 Sunset Point Road
Clearwater, FL 33759

Scope of the Project Summary

The following is the architectural and engineering proposal for the renovations to the Fire and Rescue Station #31 – Wildwood and #32 - Oxford for the Sumter County. The services also include the development of prototype facilities currently planned for Fire and Rescue Stations #33 - Coleman and #22 – West Bushnell. The Scope of Services shall be as outlined below and shall include architectural, structural, mechanical, plumbing, fire protection and electrical engineering.

Surveying, geotechnical engineering, site/civil engineering and landscape architecture will be also be provided by BGI.

Provide grant related information and documents.

The financial parameter: The project construction budget is as follows:

Fire and Rescue Station No. 22 – West Bushnell	\$1,135,000.00
Fire and Rescue Station No. 31 – Wildwood	\$332,000.00
Fire and Rescue Station No. 32 – Oxford	\$352,000.00
Fire and Rescue Station No. 33 – Coleman	\$1,135,000.00

Services Provided / Paid For by the Owner: Environmental Study or Mitigation, Permit Fees, Plans Review Fees.

TASK 1: FIELD MEASUREMENTS/EXISTING PLAN DEVELOPEMENT PHASE

Before plan development of the renovation of the existing facility can proceed, it is appropriate to complete accurate field measurements of the current building and draft them in AutoCAD format. These measurements will locate all existing walls, columns, etc. so space planning can be properly and accurately developed. Basic infrastructure verification is included.

TASK 2: SURVEYING AND GEOTECHNICAL ENGINEERING

The surveying for each project and the appropriate geotechnical engineering will be provided for each project and shall be accomplished prior to or during the design phase.

TASK 3 CONSTRUCTION DOCUMENTS PHASE

Objective

After authorization to proceed, develop the approved Design Development submittal. The design team will prepare detailed documents required for permitting and bidding.

Facilitate the site/civil and building permit for construction from the permitting entity(ies) if required.

Scope of Services

1. Prepare detailed drawings to illustrate all aspects of the proposed design based on the approved proposal based design.
2. Prepare detailed specifications listing the major materials and include the "Boiler Plate" documents.
3. Manage coordination of all design team consultants and the various systems under design.
4. Apply for all appropriate water management and building permits.
5. Submit 90% complete documents for building permit review.
6. Respond to permit review questions.
7. Finalize construction phases and plan to allow facility to remain operational during construction.
8. Three meetings the Owner and/or staff to review the documents.

Special Requirements

1. Sumter County Project Manager to review 50% and 90% Construction Documents check sets and provide review comments.
2. The permitting entity(ies) will issue document review comments for incorporation into final documents.
3. All building, site and related project plans review fees will be paid directly by the Owner or reimbursed to Bacon Group, Inc.

50% and 90% Deliverables

1. One set of 50% and three sets 90% complete architectural, landscape architecture, site/civil, structural, mechanical, plumbing and electrical engineering Construction Documents including specifications.
2. The 90% documents are to be issued to the building department for review comments.
3. 50% and 90% level Statement of Probable Construction Cost.
4. Two meetings with the Owner and meeting minutes.

Final Deliverables

1. Three sets of final architectural, landscape architecture, site/civil, structural, mechanical, plumbing and electrical engineering Construction Documents including product approval lists for permitting. Written specifications will be provided for permitting if required.
2. One set of reproducible final architectural, structural, mechanical, plumbing and electrical engineering Construction Documents including written specifications for the Owner.
3. One meeting with the Owner and meeting minutes.

TASK 4 BIDDING/NEGOTIATIONS PHASE**Objective**

Assist the Owner with obtaining bids from sub-consultants.

Special Requirements

1. Consultant to submit documents to the permitting entity for plans review.
2. All other permits shall be paid by the General Contractor.
3. The General Contractor bidding the project will pay for all printing of the Bid Documents which will be picked up at a specified location.
4. Provide any required Addenda.

Final Document Deliverables

1. Final architectural, landscape architecture, site/civil, structural, mechanical, plumbing and electrical engineering Construction Documents including specifications.
2. Creation of Addenda as required.
3. Creation of Revised drawings as required.
4. One pre-bid meeting and one bid evaluation meeting.

TASK 5 CONSTRUCTION OBSERVATION PHASE

Objective

Provide construction observation service to ensure the project is built according to the plans and specifications. Assist the contractor when conflicts or clarifications are needed while keeping the Owner advised at all times. The architect and engineers will make periodic site observation visits and follow the general progress of the construction.

Scope of Services

1. Review and monitor the General Contractor's Critical Path Schedule.
2. Review the General Contractor's Schedule of Values and Applications for Payment.
3. Attend meetings at the project site, typically every two weeks.
4. Take meeting notes and Field Reports including agendas and construction status.
5. Provide shop drawing review and approval, keeping the Owner advised at all times.
6. Respond to the contractor's questions and clarifications.
7. Attend Substantial Completion walk-through (one time only).
8. Prepare punch-list.
9. Attend the final walk-through (one time only).

Special Requirements

1. Construction materials testing shall be performed by a sub-consultant hired by the Contractor, approve by the Owner and Architect.
2. The consultant will collect (from the contractor) and review the completed Record Drawings and close-out documents and submit them to the Owner.

Deliverables

1. Supplemental Drawings and Clarifications.
2. Meeting minutes and Field Observation Reports.
3. Application for Payment and Release of Liens review
4. Shop drawing and submittal review.
5. Punch-list preparation.
6. Record Drawing and Close-out Document Review.
7. Planned Construction Observation visits as follows:

Planned Site Visits During Construction

The planned number of site visits during construction include one (1) pre-construction meeting, two (2) construction observation meetings per month for 6-1/2 months (20), one (1) substantial completion walk-through, and one (1) final walk-through. ^b Includes two (2) visits review construction progress and one (1) substantial completion walk-through.

Attachment B

Bacon Group, Inc.
2641 Sunset Point Road
Clearwater, FL 33759

Standard Hourly Rate Schedule

	<u>Per Hour Cost</u>
Principal Architect/Engineer	\$155.00
Project Manager/Senior Architect or Engineer	\$110.00
Project Architect/Engineer	\$90.00
Interior Designer	\$75.00
Architectural/Engineering Designer	\$75.00
Architectural/Engineering CAD Drafter	\$63.00
Construction Administrator	\$97.00
Clerical/Administrative	\$55.00

Sumter Fire
11/09